

| | | | | | |
|---|----------------------------------|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | | 1. SOLICITATION NO. FA5004-09-R-C012 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED <i>(RFP)</i> | 3. DATE ISSUED 12-May-2009 | PAGE OF PAGES 1 OF 43 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | | | |
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHASE REQUEST NO. | | 6. PROJECT NO. | |
| 7. ISSUED BY 354 CONTRACTING SQUADRON ISSUING OFFICE 354 BROADWAY ST, UNIT 5B LGCA - CONSTRUCTION EIELSON AFB AK 99702-1801 TEL: 907-377-2464 | | CODE FA5004 FAX: 907-377-2547 | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; padding: 20px;">See Item 7</div> TEL: FAX: | | |
| 9. FOR INFORMATION CALL: | A. NAME PHILIP R. CIRRINCIONE | | B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 907-377-1406 | | |
| SOLICITATION | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> 1) Enter prices in Section B of this solicitation. 2) Faxed and/or Electronic Proposals are not authorized and will not be accepted. 3) The magnitude of this project is between \$1,000,000 and \$5,000,000. 4) Offeror shall be registered in the Central Contractors Registration (CCR) and the Online Representations and Certifications Applications (ORCA) in order to be eligible to receive an award. Interested Parties can register via the internet at www.ccr.gov and https://orca.bpn.gov/login.aspx 5) The Offeror is cautioned to completely fill out and return Section K. Additionally, Sections K and L will be physically removed from any resultant award, but shall be deemed to be incorporated by reference in that award. 6) See FAR 52.236-27 Alt 1 for site visit details. 7) This project is advertised under the American Recovery & Reinvestment Act. See Sections I, K and L for instructions on submission of non-US materials/products. | | | | | |
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section F _____.)</i> | | | | | |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | | | 12B. CALENDAR DAYS 10 | |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>03:00 PM</u> <i>(hour)</i> local time <u>16 Jun 2009</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | | | | | |

| | | | | | | | | | |
|--|--|---------------------------------------|-----------|------|--|--|--|-----------------|--|
| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | |
| OFFER (Must be fully completed by offeror) | | | | | | | | | |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> | | | | | 15. TELEPHONE NO. <i>(Include area code)</i> | | | | |
| | | | | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 | | | | |
| CODE | | FACILITY CODE | | | | | | | |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i> | | | | | | | | | |
| AMOUNTS | | SEE SCHEDULE OF PRICES | | | | | | | |
| 18. The offeror agrees to furnish any required performance and payment bonds. | | | | | | | | | |
| 19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i> | | | | | | | | | |
| AMENDMENT NO. | | | | | | | | | |
| DATE | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | | | | | 20B. SIGNATURE | | | 20C. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | | | |
| 21. ITEMS ACCEPTED: | | | | | | | | | |
| 22. AMOUNT | | 23. ACCOUNTING AND APPROPRIATION DATA | | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | |
| 26. ADMINISTERED BY | | | CODE | | 27. PAYMENT WILL BE MADE BY: | | | CODE | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | | | | | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. | | | | |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | | | | | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> | | | | |
| 30B. SIGNATURE | | | 30C. DATE | | TEL: | | | EMAIL: | |
| | | | | | 31B. UNITED STATES OF AMERICA BY | | | 31C. AWARD DATE | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001 | Maintain Turbine Generator FFP Provide all labor, material, equipment, supervision, work and facilities necessary to complete project FTQW 07-1054, Maintain Turbine Generator #4, at Eielson's Central Heat and Power Plant, in accordance with the Specification and Drawings. FOB: Destination SIGNAL CODE: A | 1 | Lump Sum | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0002 | Materials for Recommended Repair FFP Provide all material, equipment, subcontractors, travel, lodging, supplies and facilities necessary to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is a "Not To Exceed". FOB: Destination SIGNAL CODE: A | 1 | Lump Sum | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

| | | | | | |
|------|---|--|--|--|--|
| 0003 | Labor for Recommended Repairs FFP Provide all labor to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is Informational only. FOB: Destination SIGNAL CODE: A | | | | |
|------|---|--|--|--|--|

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

| | | | | | |
|--------|--|-----|----------------|--|--|
| 0003AA | Technical Director, Start Up Engineer FFP Provide all Technical DirectorUp Engineer labor to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is an "Estimated amount". FOB: Destination SIGNAL CODE: A | 230 | Labor Hours | | |
|--------|--|-----|----------------|--|--|

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0003AB | On-Site Supervisor FFP Provide all On-Site Supervisor labor to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is an "Estimated amount". FOB: Destination SIGNAL CODE: A | 250 | Labor Hours | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0003AC | Skilled Workers FFP Provide all Skilled Workers (Millwrights, Welders, Pipefitters, etc) labor to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is an "Estimated amount". FOB: Destination SIGNAL CODE: A | 2,070 | Labor Hours | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0003AD | Laboreers, Helpers, & Apprentices FFP | 750 | Lump Sum | | |
| | Provide all Laboreers, Helpers, & Apprentices labor to perform repairs over and above the work required under CLIN 0001, but not previously described in the specifications. All work must have prior approval from the Contracting Officer. This CLIN is an "Estimated amount". FOB: Destination SIGNAL CODE: A | | | | |

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0003AA | Destination | Government | Destination | Government |
| 0003AB | Destination | Government | Destination | Government |
| 0003AC | Destination | Government | Destination | Government |
| 0003AD | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|---------------|----------|--|--------|
| 0001 | 60 dys. ADC | 1 | 354 CES/CECC - F1U3C7 DAVID WILSON 2310 CENTRAL AVE SUITE 3 EIELSON AFB AK 99702-2299 377-1736 FOB: Destination | F1U3C7 |
| 0002 | 60 dys. ADC | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |
| 0003 | 60 dys. ADC | 0 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |
| 0003AA | 60 dys. ADC | 230 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |
| 0003AB | 60 dys. ADC | 250 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |
| 0003AC | 60 dys. ADC | 2,070 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |
| 0003AD | 60 dys. ADC | 750 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F1U3C7 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, (c) complete the first phase of work ready for use not later than 60 days after Notice to Proceed, and (d) complete the recommended repairs no later than 140 days after written notification. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$224.76 for the first day and \$192.44 for subsequent days until the work is completed or accepted. In the event Turbine Generator #4 is needed as backup but isn't operational due to delay beyond contract completion date. The contractor will be held accountable to whichever method the government deems appropriate.

(1) Estimated damages for purchasing power from GVEA; NOT TO EXCEED \$45,000/month during the affected period and NOT TO EXCEED 31,500/month for eleven months after the month in which the affected period ends.

(2) Estimated damages for having to run the CH&PP's diesel generators is NOT TO EXCEED \$1,600/hour.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

EXCLUSIONARY PERIOD

No work shall be required during the period of 1 October 2009 through 14 April 2010. This period has not been considered in computing the time allowed for completion.

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

a. Following award, this contract will be administered by the 354th Contracting Squadron. The name, address, telephone number, and fax number of the Contracting Officer is:

| | |
|--------------------------|------------------------------|
| Gerald F. Jacobs | |
| 354 CONS/LGCA | Phone: (907) 377-2464 |
| 354 Broadway Ave Unit 5B | Fax: (907) 377-2547 |
| Eielson AFB, AK 99702 | gerald.jacobs@eielson.af.mil |

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the life of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Only the Contracting Officer is authorized to formally resolve such problems. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

DESIGNATION OF TECHNICAL REPRESENTATIVE

The Eielson AFB Civil Engineer, or his authorized representative, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

POST-AWARD/PRE-PERFORMANCE CONFERENCE

A pre-performance conference in accordance with FAR Clause 52.236-26, "Pre-construction Conference," in Section I shall be scheduled by and held at the office issuing this solicitation prior to the commencement of any work under the contract which will be awarded as a result of this solicitation and offer. The contractor or his duly authorized representative shall be required to attend the pre-performance conference.

ELECTRONIC INVOICING, SUPPLEMENTAL INFORMATION – CONSTRUCTION

1. IAW DFARS 252.232-7003, Electronic Submission of Payment Requests, Eielson AFB is set up to receive electronic invoices through Wide Area Work Flow (WAWF). WAWF significantly accelerates all aspects of the invoicing process by removing the need for paper copy transmission of documents (i.e., faxes). In addition, contractors using WAWF will be able to check on the status of submitted invoices by simply logging into the WAWF website.

2. Electronic submission of invoices is required unless an exception at DFARS 232.7002 is met. Any request to submit a non-electronic invoice IAW DFARS 232.7002(6)(i) must be submitted in writing to the Contracting Officer and shall state why the Contractor is unable to submit an electronic invoice.

3. Contractors may self register with WAWF by logging onto the website: <https://wawf.eb.mil/>.
4. If a Preconstruction Conference (PRECON) is held, additional information on invoicing via WAWF will be provided during this meeting.
5. Before invoicing in WAWF, the contractor must submit an AF Form 3065 for government review and approval. The government will review and return the AF Form 3065 as either approved or disapproved. The contractor may submit an invoice only after receiving approval on the AF Form 3065. Any invoice submitted prior to government approval of the AF Form 3065 will be immediately disapproved.
6. Use the information below when submitting an invoice in WAWF

Invoice Type: Construction Invoice
Admin DoDAAC: FA5004
Contracting Officer: F1U3TR
Paying Official DoDAAC: F67100

The use of extensions is not necessary and may result in delays and/or rejection of invoices

Section H - Special Contract Requirements

1. BONDING REQUIREMENTS

a. Bid Bond. Each offeror shall submit, with its proposal, a bid (offer) guarantee in the form of a Bid Bond (SF 24) with good and sufficient surety or sureties acceptable to the Government, or other security as described in FAR 52.228-1, Bid Guarantee. The required amount of the bid bond is twenty percent (20%) of the proposal price. The penal sum of a Bid Bond may be expressed in terms of a percentage of a bid price or as a stipulated monetary amount. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated.

b. Performance and Payment Bonds. In accordance with the Miller Act (40 USC 2701-270f), the offeror to whom award is made shall, within ten (10) Calendar days after date of award, furnish a performance bond (SF 25) and a Payment Bond (SF 265a), each with a good and sufficient surety or sureties acceptable to the Government. The penal sum of the performance and payment bonds shall equal one hundred percent (100%) of the contract price. If the contract price increases by modification to the contract, an additional amount equal to one hundred percent (100%) of the increase will be required.

2. REQUIRED INSURANCE (IAW FAR 28.306(b))

Reference FAR Clause 52.228-5, Insurance Work on a Government Installation, the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract:

- a. Workers' compensation and employer's liability Insurance: \$100,000
- b. General liability: \$500,000 per occurrence.
- c. Automobile liability: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

3. STATE/LOCAL REQUIREMENTS

The state of Alaska currently requires that all residents of the North Star Borough maintain a current certification stating the vehicle has passed the required North Star Inspection and Maintenance (I/M) Program (Exceptions are listed in 18 AAC 52.005 (f)). A Borough resident is defined as any individual who regularly commutes to the area covered by the program. Regularly commuting translates into 30 days or more of being in the Borough. Therefore, all contractor vehicles that will be on Eielson AFB controlled lands within the Borough will be required to have a current I/M certification for their vehicle. Failure to do so may result in expulsion of the vehicle from the installation until a current I/M certification is obtained. Within 15 days of becoming employed in the State of Alaska, an out of state vehicle must be registered in Alaska and bare Alaska license plates.

4. FIRE SAFETY REQUIREMENTS

The Contractor shall obtain a permit from the Base Fire Department prior to conducting any welding or soldering or whenever the use of open flame is necessary during the construction phase. The Contractor and his employees will be required to adhere to any AFOSHA and OSHA requirements.

5. SEATBELTS

The wearing of seatbelts by operators and passengers of all privately owned and Government vehicles, excluding motorcycles, is mandatory whenever the vehicle is in motion on a military installation. The failure by any occupant of a vehicle to comply with this requirement will result in denial of entrance to the station. Violation of this requirement by any occupant of a vehicle traveling on Eielson AFB will result in the driver of the vehicle losing his/her driving privileges on Eielson AFB as follows: First offense: a 7 day suspension; Two (2) seatbelt violations within a 12-month period: 60 days suspension; Three (3) seatbelt violations within a 12-month period: 6 month suspension. In accordance with Alaska Statute 28.05.011 (13 AAC 04.270), certain older vehicles may be legally operated despite the unavailability of seatbelts in the vehicle. State law and the U.S. Department of Transportation

require, however, that every passenger car manufactured after 1 January 1965 must be equipped with lap seat belts for use by the driver and one other front seat position. Drivers operating vehicles manufactured after the dates described above and which have had the lap or shoulder belts removed or otherwise rendered inoperable are not exempt from the base seatbelt requirement.

6. WORK SCHEDULE

a. Working hours for the Contractor will be between the hours of 7:00 am through 7:00 pm at Eielson AFB excluding Saturdays, Sundays, and Federal holidays. The following federal holidays are observed at Eielson AFB:

| | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

b. If the Contractor desires to work during periods other than the above, additional Government inspection forces may be required. The Contractor must request permission to work outside the normal work schedule no later than three days in advance of his intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates may be charged to the Contractor. These adjustments to the contract price may be made periodically as directed by the Contracting Officer.

7. WEATHER CONDITIONS

Historical climate conditions for Eielson AFB can be found on the World Wide Web at <http://www.wrcc.dri.edu/summary/climsmak.html>. Offerors are encouraged to review the data for Eielson AFB, AK prior to proposal submission.

8. REQUIRED DATE FOR MATERIAL SUBMITTAL/SHOP DRAWINGS

a. Material submittals as required by Section I, Clause 52.236-5 entitled "Material and Workmanship", and shop drawings as required by Section I, Clause 52.236-21 entitled "Specifications and Drawings for Construction", are listed on "Schedule of Material Submittals" attachment.

b. Contractor shall submit shop drawings and material submittals in accordance with the contract or as otherwise directed by the Contracting Officer.

c. All shop drawings and material submittals shall be prepared and submitted in accordance within this Section entitled "Material Approval Submittal Form".

d. In the event the Contractor cannot meet the established dates for submission of material submittals or shop drawings, he will advise the Contracting Officer verbally and in writing and arrange a mutually acceptable date that will not delay progress of the work.

9. MATERIAL APPROVAL SUBMITTAL FORM (AF FORM 3000)

a. All materials and articles requiring approval, as contemplated by the Materials and Workmanship clause shall be submitted by the contractor, by means of AF Form 3000. The contracting officer shall establish a suspense date on action to be taken on submittals and retain the fourth copy for necessary follow-up action.

b. In so far as practical and before commencement of work, the contracting officer shall inform the contractor of the materials or articles requiring approval.

10. CONTRACT PROGRESS SCHEDULES AND REPORTS FOR CONSTRUCTION CONTRACTS

a. AF Form 3064, Contract Progress Schedule, shall be used to satisfy the requirements of the Schedules for Construction Contracts clause (FAR 52.236-15). Upon submission of the initial AF Form 3064, the Contracting Officer and Civil Engineer shall carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks, which will indicate the progress of the work and which, may be readily identified and measured by personnel monitoring the contractor's progress. Normally the percentage factors of each work element should be related to the total value of the contract. This may vary, however, depending on the percentage factor the Contracting Officer chooses to assign for materials stored on-site. Consideration for materials stored on-site should be limited to major high cost items. It is not the policy of the Air Force to pay the contractor for miscellaneous low dollar value items prior to installation. Payment will not be made for materials stored off-site. Payments for materials in advance of installation are at the discretion of the Contracting Officer and will be substantiated with paid invoices. The Government does not guarantee that any material payments will be made.

b. AF Form 3065, Contract Progress Report, shall be used to satisfy the requirement of periodic progress reporting by one of the following methods, at the discretion of the Contracting Officer:

1. Separate reports covering the same period will be prepared by the contractors and by the Civil Engineer or their designees.
2. The contractor shall prepare the report and route it through Civil Engineering. The Civil Engineer or their designees shall review the report and make necessary comments and forward it to the base contracting office for action.
3. Appropriate action shall be taken to resolve any significant variances of five percent or more in the percent of progress reported by the contractor and the Civil Engineer.

c. Appropriate revisions shall be made to the existing AF Form 3064, or a revised form obtained, whenever a contract modification causes a change in the original progress schedule. A revised AF Form 3064 shall be obtained whenever the performance period is extended for 60 days or more. Upon completion of the contract, the actual completion date shall be entered on the AF Form 3064 and the form, together with all supporting copies of AF Form 3065, shall be filed as permanent records.

d. Work elements entered in column B of the AF Form 3064 shall be limited to those tasks which will indicate the progress of the work under the contract, and which may be readily identified and measured by personnel monitoring the contractor's progress. Such elements as preparatory work, supervision, administration, mobilization, demobilization, and cleanup may be considered as appropriate entries when they represent actual progress upon which the Contracting Officer may make a decision regarding approval or disapproval of the contractor's payment estimates.

11. INTERRUPTION OF UTILITY SERVICES

The Government may not be held responsible for interruptions of utility service and will not be liable for contractor delays, damages, or increased costs occasioned by any such interruption of service.

12. UTILITY SERVICES

The Contractor will be required to participate in all Air Force energy conservation programs. Utility services furnished to the contractor by the Government from the Government's existing system outlets and supplies will be at no cost to the Contractor, but see contract clause titled FAR 52.236-14, "Availability and Use of Utility Services," in Section I.

13. DAMAGE TO UTILITIES

The contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but also any direct costs incurred by the government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the government due to loss of power and /or facility evacuation arising from the utility damage.

14. DEWATERING PERMIT

The contractor is required to comply with current applicable permits, state regulations, and requirements for any dewatering operations. Specifically, the contractor is required to comply with Alaska Wastewater Disposal Permit No. 9440-DB002 governing dewatering activities, which is hereby incorporated by reference into this contract. In accordance with the subject permit, wastewater discharged or diverted from any construction activity such as culvert placement, gravel mining, bridge construction, and building construction must comply with Alaska Water Quality Standards as well as the limitations in Permit No. 9440-DB002. In addition, the contractor is required to notify the State of Alaska at least two weeks before discharging any water from the construction site when the total volume of water to be discharged or moved exceeds 500,000 gallons. This notification must meet the requirements of Appendix A, Section I of Permit 9440-DB002. Nothing in this section relieves the contractor of its obligation under the Federal Acquisition Regulation Permits and Responsibilities Clause to comply with all applicable environmental standards and laws.

15. FINAL INSPECTION

Final Inspection will be conducted during the period of Monday through Friday between 0800 hours and 1600 hours. The Contractor must notify the Contracting Officer in writing a minimum of five (5) calendar days prior to completion date. Final Inspection falling due on weekends, legal holidays, and 354th Wing down days will be postponed to the following workday.

16. TELECOMMUNICATIONS MONITORING AND ASSESSMENT PROGRAM (TMAP)(IAW AFI 33-219)

All communications within DOD organizations are subject to TMAP review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating or terminating at DOD organizations. Therefore, civilian contractor personnel are advised that anytime they place a call to or receive a call from a USAF organization, they are subject to TMAP procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

17. HAZARDOUS MATERIAL REPORTING

a. The contractor shall submit an initial Hazardous Material Report within 10 calendar days after award, to the Base Contracting Office. Hazardous material is defined as any material that requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200 and Federal Standard 313c, paragraph 3.3. This initial Hazardous Material Report will be reviewed and annotated by the Base Bioenvironmental Office to identify which hazardous materials shall be tracked and reported by the contractor in a Hazardous Material Usage Report, discussed later.

b. The initial Hazardous Material Report will be returned to the contractor within 30 calendar days after submission. The initial Hazardous Material Report shall include the following information and follow the format indicated below:

1. Hazardous Material Product Name
2. MSDS Serial #, Estimated quantity that will be stored and used on Eielson AFB, in direct support of contract performance for the calendar year.

c. The contractor shall submit an annual Hazardous Material Usage Report for hazardous material used in direct support of contract performance at Eielson AFB. The report shall show:

1. Maximum quantity of hazardous material stored on Eielson AFB
2. Quantity used on Eielson AFB
3. Quantity removed from Eielson AFB.

This report is due to the Base Contracting Office within 20 calendar days after completion of the contract or within 20 calendar days after 31 December of each calendar year, whichever comes first. The annual Hazardous Material Report shall include the following information and follow the format indicated below:

Hazardous Material Product Name, MSDS Serial #, the Total Quantity of the hazardous material that was stored on Clear AFS during the calendar year, Total Quantity used on Clear AFS during the calendar year, and the Total Removed from Clear AFS at the completion of subject contract.

18. DYNAMIC SMALL BUSINESS SEARCH PROGRAM

All contractors are requested to utilize the Dynamic Small Business Search Program to assist them in obtaining resources to meet their contractual requirements. Dynamic Small Business Search is an electronic gateway of procurement information – for and about small businesses. It is a search engine for Contracting Officers, a marketing tool for small firms and a “link” to procurement opportunities and important information. It is designed to be a “virtual” one-stop-procurement-shop. Dynamic Small Business Search is an Internet based database of information on small, disadvantaged, 8(a) and women-owned businesses. It is free to federal and state Government agency as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. The SBA home page address is: http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm.

19. INVESTIGATION OF DAMAGE OR INJURY

The United States Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to United States Government property, equipment or personnel.

20. CONSTRUCTION EQUIPMENT

Equipment and vehicles to be used on base shall be safe and in good operating condition. The Contracting Officer, or authorized representative, reserves the right to inspect any on-base equipment and reject such equipment if he/she considers it unsafe, in poor operating condition, or inappropriate for work. Contractor must notify the Contracting Officer of any Contractor equipment that is broken down on roads. Every effort should be made to move broken down equipment to the nearest parking lot before leaving it.

21. CELL PHONE USE IN VEHICLES

Contractors operating motor vehicles on all PACAF installations WILL NOT use cell phones unless the vehicle is safely parked or they are using a hands-free device. Violation of this policy will result in loss of on-base driving privileges for 30 days.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | SEP 2007 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | JUL 2005 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-9 | Small Business Subcontracting Plan | APR 2008 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees | DEC 2004 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |

| | | |
|--------------------|---|----------|
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | NOV 2006 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-17 | Interest | OCT 2008 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Items | FEB 2009 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |

| | | |
|--------------|--|----------|
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2008 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009) - ALTERNATE I MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this

contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—
BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Domestic construction material means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

Foreign construction material means a construction material other than a domestic construction material.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate “none”)

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

| Construction Material Description | Unit of Measure | Quantity | Cost (Dollars)* |
|--------------------------------------|--------------------|----------|-----------------|
|--------------------------------------|--------------------|----------|-----------------|

Item 1:

| | | | |
|--------------------------------------|-------|-------|-------|
| Foreign construction material _____ | _____ | _____ | _____ |
| Domestic construction material _____ | _____ | _____ | _____ |

Item 2:

| | | | |
|--------------------------------------|-------|-------|-------|
| Foreign construction material _____ | _____ | _____ | _____ |
| Domestic construction material _____ | _____ | _____ | _____ |

(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)

(Include other applicable supporting information.)

(* Include all delivery costs to the construction site.)

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far/>
<http://www.dtic.mil/dtic/>

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Attachment JA-1

(End of clause)

5352.201-9101

OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

354 Contracting Squadron
Attn: Maj James O'Quinn
354 Broadway Street, Unit 5B
Eielson AFB, AK 99702
Phone: 907-377-2441
Fax: 907-377-4647
E-mail: 354cons.cc@eielson.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.242-9000 Contractor access to Air Force installations.

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUGUST 2007)

- (a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and current IM and any additional requirements to comply with local security procedures to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS
(All listed attachments are at the end of this document)

| FORM NR | TITLE | PAGES |
|---------|---|-------|
| JA1. | SPECIFICATIONS | 88 |
| JA2. | SCHEDULE OF WAGE RATES (AK080001, Dated 17 April 2009) | 13 |
| JA3. | PAST PERFORMANCE QUESTIONNAIRE | 4 |
| JA4. | FINANCIAL INSTITUTION REFERENCE SHEET | 1 |
| JA5. | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | 1 |
| JA6. | SCHEDULE OF MATERIAL SUBMITTALS, AF66 | 3 |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | JAN 2009 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237130.

(2) The small business size standard is \$33,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

--X-(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ---- | ----- | ---- | ---- |
| ----- | ----- | ----- | ----- |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 18% | 3.5% |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the

goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Alaska.

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237130.

(2) The small business size standard is \$33,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

() Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS clause No. | Title | Date | Change |
|----------------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL PREPARATION INSTRUCTIONS

- A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of two (2) separately bound parts, **Part I** - Price Proposal, and **Part II** - Past Performance Information.
- B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under [FAR 15.406-2](#) will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.
- C. Specific Instructions:
1. **PART I – PRICE PROPOSAL** - *Submit original and one (1) copy*
 - (a) Complete blocks 13, 15, 16, 17 and 18 of the RFP Section A, [SF33](#) (or [SF1442](#), [SF1449](#), etc.) In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
 - (b) **Insert proposed unit prices in Section B for priced Contract Line Item Number (CLIN) 0001 and Subcontract Line Item Numbers 0003AA, 0003AB, 0003AC and 0003AD.** The extended amount must equal the whole dollar unit price multiplied by the number of units.
 - (c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
 - (d) If applicable, provide a letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.
 - (e) Offerors requesting a preaward determination of the inapplicability of Section 1605 of the Recovery Act or the Buy American Act for specifically identified construction material shall comply with the provisions of 52.225-10 and 52.225-22 (substitute 52.225-12 and 52.225-24 for contracts valued at \$7,443,000 or more). Offerors are cautioned that failure to submit an alternate offer based on use of equivalent domestic construction material may result in their exclusion from the competition if the Government determines that an exception permitting use of a particular foreign construction material does not apply and decides to exercise their right to make award without holding discussion or providing an opportunity for revision of proposals.
 2. **PART II – PAST PERFORMANCE INFORMATION** - *Submit original plus one (1) copy*
 - (a) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard

performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b) **Performance Surveys:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of no more than ten (10), of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contracts include repair on steam turbine generators and ancillary equipment. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

(c) Offerors shall complete Section I, Contract Information of the Past Performance Questionnaire (Attachment JA-3) and forward a copy to all past performance references listed in the above Past/Present Performance Listing.

The questionnaire must be forwarded to a verified point of contact at each agency/customer and instruct each reference to complete Sections II&III, Respondent Identification and Performance Information and return the completed questionnaire via fax directly to:

Mail to: 354th Contracting Squadron/LGCA
ATTN: A1C Cirrincione/FA5004-09-R-C006
354 Broadway Ave, Unit 5B
Eielson AFB, Alaska 99702

Fax : (907) 377-1406 Attn: A1C Philip Cirrincione
Email philip.cirrincione@eielson.af.mil

(d) If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(e) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (Contract Line Items Numbers (CLINs) & Performance Work Statement (PWS)), and government standards and regulations pertaining to the PWS.

2. Evaluation Factors for Award in Section M of this RFP.
3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.
4. **Format for proposal Part II shall be as follows:**
 - (a) A page is defined as one face of an 8 ½" x 11" sheet of paper containing information.
 - (b) Typing shall not be less than 12 pitch.

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Priced contract resulting from this solicitation.

(End of provision)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Mr. Gerald Jacobs
 354th Contracting Squadron/LGCA
 354 Broadway Street, Unit 5B
 Eielson AFB, AK 99702

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- b) An organized site visit has been scheduled for--
 28 May 2009 at 2:00 PM

- (c) Participants will meet at--
 354th Contracting Squadron/Construction Flight
 Civil Engineering Basement, Building 2310
 Eielson AFB, AK 99702

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):v

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far/>
<http://www.dtic.mil/dtic/>

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**BASIS FOR CONTRACT AWARD**

This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis *significantly more important than* cost or price considerations. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All such offers shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Contracting Officer shall review any request for preaward determination of the inapplicability of Section 1605 of the Recovery Act or the Buy American Act for specifically identified construction material that accompanies an offer. If the Government determines that an exception permitting use of a particular foreign construction material does not apply any offer that proposes use of foreign construction material not previously allowed by clause 52.225-9 or 52.225-21 (substitute 52.225-11 and 52.225-23 for contracts valued at \$7,443,000 or more) may be eliminated from the competition if the Government decides to award without discussion. The evaluation process shall proceed as follows:

A. Initially offers shall be ranked according to price, including any option prices if applicable. **An offeror's proposed prices will be determined by multiplying the quantities identified in Section B by the proposed unit price for priced Contract Line Item Number 0001 and Subcontract Line Item Numbers 0003AA, 0003AB, 0003AC and 0003AD to confirm the extended amount for each.** The extended amounts will be added together to determine the total evaluated price. When applicable, the price evaluation adjustment for HUBZone small business concerns will be applied in accordance with [FAR 52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns, to arrive at an evaluated price. The price evaluation will document (for the offers evaluated under paragraph B below) the reasonableness and affordability of the proposed total evaluated price.

B. Using questionnaires, the contracting officer shall seek relevant performance information on each offeror based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other government and commercial sources. Relevant performance includes performance of efforts involving projects that have a logical connection and that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence as defined in [MP5315.3](#), Table 3. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will/will not be considered as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably.

| Rating | Definition |
|-------------------------|--|
| Substantial Confidence | Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required |

| | |
|--------------------|---|
| | effort. |
| Limited Confidence | Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort. |
| No Confidence | Based on the offeror's performance record, the government has no expectation that the offeror will successfully perform the required effort. |
| Unknown Confidence | No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned. |

C. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

D. If the lowest priced evaluated offer is judged to have a Substantial Confidence performance assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

E. If the lowest priced offeror is not judged to have a Substantial Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a Substantial Confidence performance confidence assessment or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

F. Offerors are cautioned to submit sufficient information and in the format specified in Section "L"

G. Offerors may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

H. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.